

NOTICE OF REGULAR MEETING

ALTUS MUNICIPAL AUTHORITY

DATE	TIME	PLACE
DECEMBER 1, 2015	6:30 PM	COUNCIL CHAMBERS

AGENDA

Invocation

Pledge of Allegiance

1. Call to Order
2. Roll Call
3. Consent Agenda
 - a. Minutes Approval
 1. Altus Municipal Authority - Regular Meeting - Nov 17, 2015 6:30 PM
 - b. Receive and Acknowledge Receipt of Claims List
 - c. Budget Amendment in the Amount of \$2,000 Recognizing Receipt of Loan Proceeds and Appropriating it to Purchase iPads for Trustees of the Municipal Authority.
4. Consider, Discuss and Vote to Either Approve the Regular Meeting Dates for the Altus Municipal Authority for Calendar Year 2016, or Vote to Change Scheduled Date(S) to Alternate Date(S) as Recommended by the Trustees.
5. Consider, Discuss and Vote to Declare Surplus and Authorize Selling or Otherwise Disposing of AMA Owned Materials and Equipment.
6. Receive Updated Financial Reports (For Both AMA and City) for the Month of October, 2015 from the Chief Financial Officer.
7. Consider, Discuss and Vote to Give 30 Days Written Notice to Terminate Collection Contract with American Municipal Services and to Enter into Contract for Collections with the Law Firm of Perdue Brandon Fielder Collins and Mott, LLP, After the Termination of the Contract.
8. Review, discuss and possible action on other new business, if any, which has arisen since the posting of the agenda and which could not have been reasonably foreseen prior to posting of the agenda. (25 O.S.A. Section 3 -111 (9))
9. Adjourn

The City of Altus encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the Mayor's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if signing is not the necessary accommodation. Call 481-2202 to make the necessary arrangements. We will accommodate you anytime and in every way possible. Just call and let us know your needs.

To be completed by person filing notice:

NAME: Debbie Davis
TITLE: City Clerk
ADDRESS: 509 S. Main
Altus, OK 73521
PHONE: (580) 481-2216

Filed in the office of the City Clerk/Treasurer at _____ a.m./p.m. on _____.

Signed: _____
Clerk/Deputy Clerk

**ALTUS MUNICIPAL AUTHORITY MEETING
MINUTES
NOVEMBER 17, 2015**

Invocation - Kevin Baker - Martha Road Baptist Church

Pledge of Allegiance

1. CALL TO ORDER

The Altus Municipal Authority of the City of Altus, Jackson County met in regular session Tuesday, November 17, 2015 at 6:30 p.m. in the Council Chambers of City Hall. Notice of the Amended Agenda was duly filed and posted in the office of the City Clerk, November 16, 2015 at 5:00 p.m.

2. ROLL CALL

Present: Doyle Jencks, Dwayne Martin, Perry Shelton, Jason Winters, Kevin McAuliffe, Jon Kidwell, Chris Riffle, Jack Smiley, Rick Henry (6:35)

Absent: None

Others Present: David Fuqua, Matt Wojnowski, Catherine Coke, Jan Neufeld, Johnny Barron, Debbie Davis, Donita Beers, Sharon Sutton, Linda Walker, Kyle Davis, Angie & Dennis Murphy, Tim Murphy, Lloyd Colston, Freddie Perez, Phillip Beauchamp, Ken Pike, Jerry Gibson, Chad Osborne, Barbara Burleson, Candace Willingham, Kevin Baker, Officer Billy Fowler and other public.

3. CONSENT AGENDA

A. APPROVE MINUTES FOR THE ALTUS MUNICIPAL AUTHORITY MEETING ON NOVEMBER 17, 2015.

B. RECEIVE AND ACKNOWLEDGE RECEIPT OF CLAIMS LIST

C. BUDGET AMENDMENT IN THE AMOUNT OF \$26,500 RECOGNIZING THE RECEIPT OF LOAN PROCEEDS AND APPROPRIATING THEM TO BE SPENT ON CAPITAL PURCHASE FOR THE NEW ENGINEER/PW TRUCK.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry Shelton, Councilman
SECONDER:	Kevin McAuliffe, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

Minutes Acceptance: Minutes of Nov 17, 2015 6:30 PM (Minutes Approval)

4. RECEIVE FINANCE REPORTS (FOR BOTH AMA AND CITY) FOR THE MONTH OF OCTOBER, 2015 FROM THE CHIEF FINANCIAL OFFICER.

Finance Reports given by Jan Neufeld, CFO for the Month of October, 2015.

RESULT: NO ACTION

5. REPORT ON THE PROGRESS OF THE REHABILITATION OF THE HOLLOWAY AND ROUND TIMBER WELL FIELDS

This item presented by Johnny Barron, Public Works Director

RESULT: UP DATE ONLY

6. CONSIDER, DISCUSS AND VOTE TO AUTHORIZE STAFF TO OBTAIN FORMAL BIDS FOR THE PURCHASE AND INSTALLATION OF AUTOMATIC WATER AND ELECTRIC METERS AND OBTAIN BANK BIDS FOR A LOAN TO FUND THE PROJECT OR ANY OTHER APPROPRIATE ACTION

This item presented by Johnny Barron, Public Works Director

Approved to authorize Staff to obtain Formal Bids for the Purchase and Installation of Automatic Water and Electric Meters and obtain Bank Bids for a loan to fund the Project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Rick Henry, Councilman
SECONDER: Chris Riffle, Councilman
AYES: Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

7. CONSIDER, DISCUSS AND VOTE TO AUTHORIZE CHAIRMAN TO SIGN THE CONTRACT APPROVING RECOMMENDATION TO PURCHASE WEBSITE REDESIGN AND HOSTING FROM CIVICPLUS (GSA CONTRACT # GS-35F-0124U), 302 S. 4TH STREET, SUITE 500, MANHATTAN, KS 66502 AND/OR ANY OTHER APPROPRIATE ACTION.

This item presented by Vice-Chairman, Rick Henry

Jerry Gibson, IT Director, introduced the representative for CivicPlus.

Initial Cost & Maintenance - \$28,848
 1st year \$5,835 2nd year - \$5,835
 Total Cost \$40,518.

Motion was made to go with Staff recommendation (to authorize Chairman to sign the Contract approving recommendation to purchase website redesign and hosting from CivicPlus) and also approving the budget amendment.

Minutes Acceptance: Minutes of Nov 17, 2015 6:30 PM (Minutes Approval)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry Shelton, Councilman
SECONDER:	Chris Riffle, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, McAuliffe, Riffle, Smiley

8. REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING OF THE AGENDA. (25 O.S.A. SECTION 3 -111 (9))

None

9. ADJOURN 8:20 P.M.

Minutes Acceptance: Minutes of Nov 17, 2015 6:30 PM (Minutes Approval)

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Receive and Acknowledge Receipt of Claims List

INITIATOR: Cindy Young, Purchasing Tech.

STAFF INFORMATION SOURCE: Cindy Young, Purchasing Tech.

STAFF RECOMMENDATION: Stated AMA Action



City of

ALTUS

Altus, OKLAHOMA 73521 - (580) 477-1950

A PROUD HERITAGE
A PROMISING FUTURE TO SHARE!

MAYOR
JACK SMILEY

CITY MANAGER
DAVID FUQUA

COUNCIL
Doyle Jencks
Rick Henry
Chris Riffle
Jason Winters
Perry Shelton
Kevin McAuliffe
Dwayne Martin
Jon Kidwell

December 1, 2015

To the Honorable Chairman & Trustees of the Altus Municipal Authority
City of Altus, Oklahoma

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this 1 day of December, 2015.

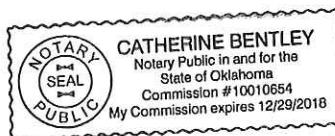
Linda Mutchler
Purchasing Agent

State of Oklahoma

County of Jackson

On this 19 day of November, 2015 before me personally appeared Linda Mutchler, to me known to be the person described in and who executed the foregoing instrument.

Catherine Bentley My Commission Expires: 12/29/2018



FUND: 53 - ENTERPRISE FUND (53)

SUMMARY REPORT

3.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16 PW-W/S MAINT						
16-0524	01-15035	OKLA CONTRACTOR'S SUPPLY	HIP BOOTS	11/2015	0331044-IN	160.00
DEPARTMENT TOTAL:						160.00
DEPARTMENT: 19 PW-SANITATION						
16-1342	01-041498	M & B CONTRACTING, LP	FLATBED SERVICE	11/2015	10026-1	14,350.00
16-1339	01-043892	WEBER DIESIL	REPAIR UNIT 207	11/2015	82944	699.04
DEPARTMENT TOTAL:						15,049.04
DEPARTMENT: 21 PW-WATER TREATMENT						
16-1189	01-01093	BRENNTAG SOUTHWEST, INC.	CHLORINE	11/2015	BSW667230	3,294.60
16-1368	01-16130	PUBLIC SERVICE COMPANY OF	OMT PARK ELECTRICITY	11/2015	201511130143	6,667.31
16-1250	01-19039	SOUTHWEST CHEMICAL, INC	POLYMER, CATIONIC	11/2015	103305	4,479.00
DEPARTMENT TOTAL:						14,440.91
DEPARTMENT: 22 PW-ELECTRIC						
16-1265	01-01149	ALTEC INDUSTRIES	TRUCK PARTS UNIT 508	10/2015	10476078	321.20
16-1373	01-041064	OKLA TURNPIKE AUTHORITY	PIKE PASS	11/2015	20151095537	12.20
16-1364	01-12080	LEE OFFICE EQUIPMENT, INC.	NOV. COPIER LEASE	11/2015	E116	100.00
16-1369	01-15064	OKLA MUNICIPAL POWER AUTH	OCTOBER POWER BILL	11/2015	201511130145	1,035,388.70
16-0905	01-19548	STUART C. IRBY CO.	FIBER OPTICS HARDWARE	10/2015	S009196942-001	2,888.20
16-1018	01-19548	STUART C. IRBY CO.	POLELINE HARDWARE	10/2015	S009215315	2,238.20
DEPARTMENT TOTAL:						1,040,948.50
DEPARTMENT: 25 ENTERPRISE SERVICES						
16-1340	01-044074	FUEL MASTERS	7500 GALLONS RED DIESEL	11/2015	5544928	11,967.04
16-0551	01-045032	OLSSON ASSOCIATES	UTILITY RATE STUDY	11/2015	241453	13,828.94
DEPARTMENT TOTAL:						25,795.98
DEPARTMENT: 26 PW-WASTEWATER						
16-0914	01-01008	ACCURATE LABS & TRAINING	CEOCTOBER 2015 MONTHLY TEST	10/2015	5J06011	285.00
16-0914	01-01008	ACCURATE LABS & TRAINING	CEOCTOBER 2015 MONTHLY TEST	11/2015	5J27058	30.00
16-0852	01-01600	AUTOMATIC ENGINEERING, INC.	LIFT STATION PUMP	11/2015	7883	1,729.34
16-1373	01-041064	OKLA TURNPIKE AUTHORITY	PIKE PASS	11/2015	20151095537	13.55
16-1358	01-19380	SOUTHWEST RURAL ELECTRIC	ASELECTRIC USAGE	11/2015	2551	51.53
DEPARTMENT TOTAL:						2,109.42

Attachment: AMA CLAIMS LIST (1129 : Claims List)

FUND: 53 - ENTERPRISE FUND (53)

SUMMARY REPORT

3.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 28 PW-UTILITY SERV

16-0363	01-042244	ALTUS TIMES DISPLAY	ADVERTISEMENT	11/2015	201511120136	200.00
16-1158	01-042244	ALTUS TIMES DISPLAY	advertisement	11/2015	201511120137	250.00
16-1242	01-044073	COAST TO COAST, INC	Toner	10/2015	A1400364	134.99
16-1366	01-11005	MONARCH BROADCASTING, INC.	ADVERTISING	11/2015	201511120139	625.00

DEPARTMENT TOTAL: 1,209.99

FUND TOTAL: 1,099,713.84

Attachment: AMA CLAIMS LIST (1129 : Claims List)

FUND: 54 - WATER TREATMENT PLANT IMP

SUMMARY REPORT

3.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
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DEPARTMENT: 40 CAPITAL IMPROVEMENTS

16-1376	01-04102	DEPT OF ENVIROMENTAL QUAL	CONSTRUCTION PERMIT	11/2015	201511130146	3,063.93
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DEPARTMENT TOTAL: 3,063.93

FUND TOTAL: 3,063.93

GRAND TOTAL: 1,132,407.41

Attachment: AMA CLAIMS LIST (1129 : Claims List)

FUND: 53 - ENTERPRISE FUND (53)

SUMMARY REPORT

3.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 16 PW-W/S MAINT						
16-1436	01-041401	OKLA ONE CALL SYSTEM, INC	ANNUAL MEMBERSHIP	11/2015	2016M1062	350.00
16-0793	01-044986	BODIE'S SMALL ENGINES	SAW REPAIR	11/2015	152	65.00
16-1434	01-13258	BUGMASTER INC.	PEST CONTROL	11/2015	201511191115	42.00
DEPARTMENT TOTAL:						457.00
DEPARTMENT: 19 PW-SANITATION						
16-1422	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	11/2015	201511190176	39.58
16-1262	01-041151	ROBERTS TRUCK CENTER	SENSOR	11/2015	408105660	73.95
DEPARTMENT TOTAL:						113.53
DEPARTMENT: 21 PW-WATER TREATMENT						
16-1292	01-01008	ACCURATE LABS & TRAINING CE	ANALYSIS NOVEMBER 2015	11/2015	5K05009	115.00
16-1422	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	11/2015	201511190176	49.04
16-1437	01-041301	BANK OF OKLAHOMA	MT. PARK PAYMENT	11/2015	201511201116	75,360.46
16-0971	01-042842	MIKE MCFALL	ANALYSIS, BACTERIOLOGICAL	11/2015	9413	400.00
16-1438	01-044956	SPEARS LAND PARTNERS	WATER PURCHASES	11/2015	201511201117	10,000.00
16-1396	01-045112	TAX ASSESSOR COLLECTOR	PROPERTY TAXES	11/2015	201511180168	95.81
16-1294	01-06054	FEDEX	SAMPLE SHIPPING	11/2015	5-221-68040-1	398.19
16-0856	01-18030	RENT CITY OF ALTUS, INC.	TRACK HOE RENTAL	10/2015	42938	2,545.00
16-1207	01-18030	RENT CITY OF ALTUS, INC.	TRACK HOE RENTAL	11/2015	43337	2,185.50
DEPARTMENT TOTAL:						91,149.00
DEPARTMENT: 22 PW-ELECTRIC						
16-1299	01-01495	ARKANSAS ELECTRIC COOP, INC	POLELINE HARDWARE	11/2015	03816537	838.40
16-1436	01-041401	OKLA ONE CALL SYSTEM, INC	ANNUAL MEMBERSHIP	11/2015	2016M1062	350.00
16-0240	01-041498	M & B CONTRACTING, LP	ROLL OFF SERVICE	11/2015	2278	100.00
16-1402	01-042154	NORTHROP GRUMMAN	SOFTWARE UPGRADE	11/2015	24442	1,495.00
16-1205	01-042755	J & N FRAME & BODY SHOP	BUCKET REPAIR	11/2015	201511180175	521.96
16-0661	01-043473	WESCO	FIBERGLASS POLES	11/2015	089260	8,925.00
16-0953	01-044603	CHRIS FINLEY MOBILE SERVICE	MAINT	10/2015	1262-1	930.00
16-1303	01-044621	BRIDGEWELL	WOOD UTILITY POLES	11/2015	0222522601	10,693.00
16-1287	01-045022	UNIFIRST CORPORATION	UNIFORM RENTAL	11/2015	8331576806	192.75
16-1434	01-13258	BUGMASTER INC.	PEST CONTROL	11/2015	201511191115	52.00
16-0409	01-19548	STUART C. IRBY CO.	UNDERGROUND HARDWARE	11/2015	S009112657.001	4,737.60
16-0690	01-19548	STUART C. IRBY CO.	METER HARDWARE	11/2015	S009161913.002	4,009.00
16-0955	01-20037	TECHLINE, LTD.	POLELINE HARDWARE	11/2015	1191589-00	577.80
16-1084	01-23180	WILMES SUPERSTORE, INC.	UNIT 513	11/2015	108685	7,234.57
DEPARTMENT TOTAL:						40,657.08

Attachment: AMA CLAIMS LIST (1129 : Claims List)

FUND: 53 - ENTERPRISE FUND (53)

SUMMARY REPORT

3.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 26 PW-WASTEWATER						
16-0947	01-042053	NEW DRAULIC TOOLS INC.	IMPELLARS FOR PUMPS	10/2015	241	1,094.50
16-1297	01-044426	DAVID T. HARDGRAVE, LLC	QUARTERLY FEE FOR PRE-TRE	11/2015	3-1504	3,000.00
16-1066	01-06054	FEDEX	SHIPPING COST	11/2015	5-221-68040	1,072.89
16-1434	01-13258	BUGMASTER INC.	PEST CONTROL	11/2015	201511191115	53.00
16-1435	01-15172	THE OKLA DEPT. OF COMMERCE	CDBG LOAN	11/2015	201511191114	967.43
DEPARTMENT TOTAL:						6,187.82
DEPARTMENT: 28 PW-UTILITY SERV						
16-0807	01-01310	ALTUS PRINTING CO., INC.	#10 WINDOW ENV	11/2015	40278	2,484.60
DEPARTMENT TOTAL:						2,484.60
DEPARTMENT: 36 PW-LANDFILL						
16-0884	01-01340	ALTUS TIMES LEGALS	ADVERTISE BID 19150	11/2015	201511190180	46.00
16-1225	01-043550	NAPA AUTO PARTS	FILTERS	10/2015	210310	58.90
16-1226	01-043550	NAPA AUTO PARTS	FILTERS	10/2015	210311	107.73
16-1227	01-043550	NAPA AUTO PARTS	DOZER FILTERS	10/2015	210312	100.44
16-1228	01-043550	NAPA AUTO PARTS	SCRAPER FILTERS	10/2015	210313	97.96
16-1238	01-043550	NAPA AUTO PARTS	OIL AND GREASE	10/2015	210314	1,483.10
DEPARTMENT TOTAL:						1,894.13
DEPARTMENT: 40 SALES TAX CONSTRUCTION						
16-1168	01-01340	ALTUS TIMES LEGALS	ADVERTISE BID #1803	10/2015	201511190183	124.79
DEPARTMENT TOTAL:						124.79
FUND TOTAL:						143,067.95
GRAND TOTAL:						309,546.05

Attachment: AMA CLAIMS LIST (1129 : Claims List)

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Budget Amendment in the Amount of \$2,000 Recognizing Receipt of Loan Proceeds and Appropriating it to Purchase iPads for Trustees of the Municipal Authority.

INITIATOR: Elizabeth Smith

STAFF INFORMATION SOURCE: Jan Neufeld

STAFF RECOMMENDATION: Stated AMA Action

Altus Municipal Authority
Budget Amendment FY 2015-2016
Enterprise Fund

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
53	450105	Revenues	Loan Proceeds	\$ 17,333,000.00	2,000.00	\$ 17,335,000.00
						-
						-
			Total		\$ 2,000.00	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
53	5-25-5205.101	Enterprise	iPads for City Council		2,000.00	\$ 2,000.00
						-
						-
						-
						-
						-
						-
						-
						-
			Total		\$ 2,000.00	

Approved by the Municipal Authority this
1st Day of December 2015

Explanation of Budget Amendment:

This amendment recognizes receipt of loan proceeds
and appropriates it to purchase iPads for Trustees of the
Municipal Authority

Approved:

Chairman

Attest:

Secretary

Posted By _____ Date _____ BA# _____ Pkt.# _____

Attachment: BA 53 12-01 fund bal to ipads (1123 : Budget Amendment for \$2,000 for the Purchase of iPads)

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Either Approve the Regular Meeting Dates for the Altus Municipal Authority for Calendar Year 2016, or Vote to Change Scheduled Date(S) to Alternate Date(S) as Recommended by the Trustees.

INITIATOR: Linda Walker

STAFF INFORMATION SOURCE: Linda Walker

BACKGROUND: Each year before December 15, it is a requirement to post the scheduled meetings dates for the coming year. For 2016, there is a conflict with the March 15 meeting date as this is the week of Quail Breakfast as well as Spring Break for schools. The Trustees might want to choose an alternate date for the AMA meeting.

FUNDING: N/A

EXHIBITS: 1) Meeting dates for calendar year 2016 for the Altus Municipal Authority; and 2) 2016 calendar.

COUNCIL ACTION: Vote to either approve the regular meeting dates for the Altus Municipal Authority for calendar year 2016, or vote to change scheduled date(s) to alternate date(s) as recommended by the Trustees.

STAFF RECOMMENDATION: Stated Council Action

January

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jan 01	New Year's Day
Jan 18	Martin Luther King Day
Feb 08	Chinese New Year
Feb 10	Ash Wednesday
Feb 12	Lincoln's Birthday
Feb 14	Valentine's Day
Feb 15	President's Day
Mar 13	Daylight Saving (begin)
Mar 17	St. Patrick's Day
Mar 20	Vernal equinox
Mar 27	Easter
Apr 01	April Fool's Day
Apr 15	Taxes Due
Apr 27	Admin Assistants Day
May 05	Cinco de Mayo
May 08	Mother's Day
May 15	Pentecost
May 30	Memorial Day
Jun 14	Flag Day
Jun 19	Father's Day
Jun 20	June Solstice
Jul 04	Independence Day
Sep 05	Labor Day
Sep 11	Patriot Day
Sep 22	Autumnal equinox
Oct 10	Columbus Day
Oct 16	Boss's Day
Oct 31	Halloween
Nov 06	Daylight Saving (end)
Nov 11	Veterans Day
Nov 24	Thanksgiving
Dec 21	December Solstice
Dec 25	Christmas Day
Dec 26	Kwanzaa Begins
Dec 31	New Year's Eve

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Declare Surplus and Authorize Selling or Otherwise Disposing of AMA Owned Materials and Equipment.

INITIATOR: Linda Mutchler, Purchasing Agent

STAFF INFORMATION SOURCE: Purchasing Department and Various Departments Throughout the City.

BACKGROUND: Attached is a list of items that are currently not in use by the either Altus Municipal Authority or the City and are not going to be used in the foreseeable future. These items need to be declared surplus and disposed of in the most cost effective manner. We are planning an auction for February 6, 2016. Jason Herring Auctioneer was the lowest and best bidder for auctioneer.

Section 2-111 of the City of Altus Code of Ordinances says that the Council must declare items surplus when the valuation of each particular item exceeds \$1000. Since the value of some of these items is difficult to determine, staff would like the trustees to approve the entire list. Additionally, this item makes the trustees aware of the auction and the main items that will be auctioned.

FUNDING: N/A

EXHIBITS: 1) List of AMA Surplus Items, 2) Section 2-111 of the Altus City Code

TRUST ACTION: Vote to declare surplus and authorize selling or otherwise disposing of AMA owned materials and equipment.

STAFF RECOMMENDATION: Stated AMA Action

LOT #	UNIT	YEAR	MAKE	MODEL	VIN
1	203	2000	INTERNATIONAL	4900	1HTSDADR3YH259917
2	507	1973	FORD	F750	F75FVR11068
3	215	1973	INTERNATIONAL	1700	10372CHA18611
4	904	1999	CHEVY	MALIBU	1G1ND52M9XY165881
5	502	1999	CHEVY	1500	1GCEC14WXXE243944
6	952	1996	BUICK	CENTURY	1G4AG55M6T6483547
7	611	1997	CHEVY	1500	1GCEC14W6VZ179567
8	550	1994	CHEVY	C20 VAN	1GCEG25H9RF157385
9	273	1997	FORD	CROWN VIC	2FALP71WXVX158672
10	612	1994	CHEVY	1500	1GCEC14Z1RZ258337
11	614	1997	CHEVY	1500	1GCEC14W7VZ177326
12	644	1994	CHEVY	1500	1GCEC14ZXRZ258496
13	647	1997	CHEVY	1500	1GCEC14W7VZ176676
14	913	1997	CHEVY	1500	1GCEC14W0VZ177894
15	617	1999	DODGE	1500	3B7HF12Y3G215923
16	653	1994	CASE	BACKHOE	JJG0183936
17	636	1989	JOHN DEERE	310C	T0310CA758006

Attachment: AMA SURPLUS 2015 (1113 : AMA Surplus)

ADMINISTRATION

§ 2-113

ARTICLE VI. SALES*

Sec. 2-111. City council declaration.

The city council must declare surplus or obsolete any nonessential city stock, supplies, materials, or equipment where the valuation of the particular item exceeds one thousand dollars (\$1,000.00) prior to the selling of such supplies, materials, or equipment.
(Ord. No. 2009-14, § 1, 9-17-09)

Sec. 2-112. Competitive bidding required; exceptions.

(a) Except as hereinafter provided, all sales of surplus, nonessential or obsolete supplies, materials, or equipment shall be made through competitive bidding at public auction, in person and/or online.

(b) Excepted from the requirement of competitive bidding or public auction are the sales of:

- (1) Nonessential, surplus or obsolete supplies, material, or equipment where individual value does not exceed one thousand dollars (\$1,000.00) in a single transaction.
- (2) Supplies, materials, or equipment when sold at a price at least as great as that paid by the city for the same.
- (3) Nonessential, surplus or obsolete supplies, materials or equipment that the council chooses by resolution to donate to other municipalities or not-for-profit agencies that will be used for public purposes by the gaining entity and will strengthen responses for mutual aid agreements.
- (4) Any item considered unclaimed or abandoned property as defined by 11 O.S. § 34-104 that is in the possession of the chief of police.
- (5) Any item that comes into the hands of the Altus Police Department through a lawful seizure.

(Ord. No. 2009-14, § 1, 9-17-09)

Sec. 2-113. Competitive bidding or open market procedures.

(a) After the mayor and/or his designee has made the determination that certain supplies, materials or equipment are nonessential, surplus or obsolete, he shall instruct the finance director and/or his designee to advertise these supplies, materials, or equipment for sale by either sealed bids or in the open market.

***Editor's note**—Ord. No. 2009-14, § 1, adopted Sept. 17, 2009, amended art. VI. in its entirety to read as herein set out. Former art. VI., §§ 2-111—2-113, pertained to similar material, and derived from Code 1958, §§ 351 and 352 and Ord. No. 86-03, § 1, adopted Feb. 4, 1986.

State law references—Public officer becoming interested in contract made by him, 21 O.S. 1971, § 344; contracts between city and councilmember, 62 O.S. 1971, § 371; sale or lease of municipal utility, 11 O.S. Supp. 1978, § 35-201 et seq.; disposal of airport property, 3 O.S. 1971, § 65.4; sale of property generally, 11 O.S. Supp. 1978, § 22-101.

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Receive Updated Financial Reports (For Both AMA and City) for the Month of October, 2015 from the Chief Financial Officer.

INITIATOR: Elizabeth Smith

STAFF INFORMATION SOURCE: Jan Neufeld

STAFF RECOMMENDATION: Stated AMA Action

**ENTERPRISE FUND
REVENUE COMPARISON
MONTH END: OCTOBER 31, 2015**

% Complete: 33.33%

ACCT NO#	ACCT NAME	2014-2015	2015-2016	
53-411000	Water	1,668,918.36	2,013,998.60	44.22%
53-411010	Bulk Water Sales	12,303.75	10,914.18	0.00%
53-412000	Sewer	559,796.78	542,052.90	33.01%
53-413000	Sanitation	587,727.22	586,219.67	33.53%
53-413100	State Landfill Fee	101,449.38	100,905.00	33.41%
53-414000	Yard Light	48,083.10	41,797.20	33.44%
53-414100	Service Charges	45,075.58	29,060.76	26.42%
53-414300	Distribution Upgrade	113,160.91	112,806.46	33.44%
53-414400	Penalty	172,384.63	243,596.55	49.71%
	Total Electric	10,019,597.43	9,454,157.02	see below
53-418136	Revenue- Antenna Wa Tower	34,345.66	12,883.04	25.77%
53-418200	Service Charge,Insf Check	1,100.00	1,025.00	30.15%
53-418250	Cash-Long & Short Account	(103.17)	(391.70)	0.00%
53-418300	Landfill Fees	175,131.19	384,090.46	42.68%
53-418401	Scrap/Salvage/Demolition	564.20	5,132.34	0.00%
53-418500	Misc Collections	64,022.94	458,105.45	85.63%
53-418502	Debris Removal Fee	(2.25)	-	0.00%
53-418503	Water Conservation Surcha	49,982.46	(185.22)	-20.00%
53-418600	W.I.S.E Rebate	-	20,445.50	0.00%
53-419000	Water Taps	2,753.00	3,084.30	44.70%
53-419025	Care Program Contribution	3,000.00	3,000.00	15.00%
53-450104	Loan Proceeds - DWSRF	-	308,694.99	13.42%
53-450200	Interest Earned	12.55	0.89	0.00%
53-450300	Interest Earned / Water T	(278.08)	-	0.00%
53-450350	Interest/CDS/Water Plt.	1,196.24	-	0.00%
53-468000	Reimbursements	-	6,196.77	0.00%
53-480108	Transfer from ED Dev. Fun	57,000.00	-	0.00%
53-490100	Insurance Recovery	2,186.40	-	0.00%
53-490400	Sale Of Property /Equip	-	20,000.00	0.00%
53-490401	Meter Base Sales	324.80	1,365.90	136.59%
	TOTAL REVENUES	13,719,733.08	14,358,956.06	37.32%

ELECTRIC BREAKDOWN OCTOBER REVENUE COMPARE

53-415000	Demand	549,904.06	1,073,934.73	66.82%
53-416000	Residential Power	5,766,628.57	5,325,486.80	42.60%
53-416100	Small Commercial Power	1,266,130.89	1,182,106.95	41.48%
53-416200	Large Commercial Power	1,453,293.54	1,114,922.83	30.30%
53-416250	City Electric	111,462.73	173,503.47	33.05%
53-416300	Industrial Commercial Pow	593,945.16	584,202.24	36.63%
53-416500	Industrial Wind Power	278,232.48	-	0.00%
		10,019,597.43	9,454,157.02	40.65%

Attachment: AMA Revenue Comparison (1114 : Financial Reports (City and AMA) for October 2015 - Updated)

53 -ENTERPRISE FUND (53)

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
ALL REVENUE							
411000 Water	4,555,000.00	492,548.49	0.00	2,013,998.60	0.00	2,541,001.40	44.22
411010 Bulk Water Sales	0.00	10,547.63	0.00	10,914.18	0.00	(10,914.18)	0.00
412000 Sewer	1,642,000.00	134,364.11	0.00	542,052.90	0.00	1,099,947.10	33.01
413000 Sanitation	1,748,500.00	145,099.04	0.00	586,219.67	0.00	1,162,280.33	33.53
413100 State Landfill Fee	302,000.00	24,960.64	0.00	100,905.00	0.00	201,095.00	33.41
414000 Yard Light	125,000.00	10,496.89	0.00	41,797.20	0.00	83,202.80	33.44
414100 Service Charges	110,000.00	5,256.77	0.00	29,060.76	0.00	80,939.24	26.42
414300 Distribution Upgrade	337,300.00	28,041.46	0.00	112,806.46	0.00	224,493.54	33.44
414400 Penalty	490,000.00	72,601.75	0.00	243,596.55	0.00	246,403.45	49.71
415000 Demand	1,607,300.00	280,662.74	0.00	1,073,934.73	0.00	533,365.27	66.82
416000 Residential Power	12,500,000.00	1,033,167.30	0.00	5,325,486.80	0.00	7,174,513.20	42.60
416100 Small Commercial Power	2,850,000.00	256,221.22	0.00	1,182,106.95	0.00	1,667,893.05	41.48
416200 Large Commercial Power	3,680,000.00	308,723.05	0.00	1,114,922.83	0.00	2,565,077.17	30.30
416250 City Electric	525,000.00	56,350.38	0.00	173,503.47	0.00	351,496.53	33.05
416300 Industrial Commercial Po	1,595,000.00	173,667.07	0.00	584,202.24	0.00	1,010,797.76	36.63
416500 Industrial Wind Power	500,000.00	0.00	0.00	0.00	0.00	500,000.00	0.00
418136 Revenue- Antenna Wa Towe	50,000.00	1,822.50	0.00	12,883.04	0.00	37,116.96	25.77
418200 Service Charge,Insf Chec	3,400.00	375.00	0.00	1,025.00	0.00	2,375.00	30.15
418250 Cash-Long & Short Accoun	0.00	(170.84)	0.00	(391.70)	0.00	391.70	0.00
418300 Landfill Fees	900,000.00	81,785.42	0.00	384,090.46	0.00	515,909.54	42.68
418401 Scrap/Salvage/Demolition	0.00	0.00	0.00	5,132.34	0.00	(5,132.34)	0.00
418450 Use of Fund Balance	2,000,000.00	0.00	0.00	0.00	0.00	2,000,000.00	0.00
418500 Misc Collections	535,000.00	2,280.71	0.00	458,105.45	0.00	76,894.55	85.63
418503 Water Conservation Surch	93,300.00	(127.19)	0.00	(185.22)	0.00	93,485.22	0.20
418600 W.I.S.E Rebate	0.00	250.00	0.00	20,445.50	0.00	(20,445.50)	0.00
419000 Water Taps	6,900.00	298.00	0.00	3,084.30	0.00	3,815.70	44.70
419025 Care Program Contributio	20,000.00	1,000.00	0.00	3,000.00	0.00	17,000.00	15.00
450103 Loan Proceeds CWSRF	2,854,500.00	0.00	0.00	0.00	0.00	2,854,500.00	0.00
450104 Loan Proceeds - DWSRF	2,300,000.00	97,119.48	0.00	308,694.99	0.00	1,991,305.01	13.42
450105 Loan Proceeds	1,692,000.00	0.00	0.00	0.00	0.00	1,692,000.00	0.00
450200 Interest Earned	0.00	0.00	0.00	0.89	0.00	(0.89)	0.00
468000 Reimbursements	0.00	6,196.77	0.00	6,196.77	0.00	(6,196.77)	0.00
480050 REIMBURSE Drought Relief	500,000.00	0.00	0.00	0.00	0.00	500,000.00	0.00
480060 REIMBURSE ODOT 283	350,000.00	0.00	0.00	0.00	0.00	350,000.00	0.00
490400 Sale Of Property /Equip	0.00	0.00	0.00	20,000.00	0.00	(20,000.00)	0.00
490401 Meter Base Sales	1,000.00	455.30	0.00	1,365.90	0.00	(365.90)	136.59
*** TOTAL REVENUES ***	43,873,200.00	3,223,993.69	0.00	14,358,956.06	0.00	29,514,243.94	32.73

Subtract Loan CWSRF, Loan Proceeds, Reimburse Drought Relief & Reimburse ODOT 283: 37.32%
 (450103) (450105) (480050) (480060)

Attachment: AMA Revenue Comparison (1114 : Financial Reports (City and AMA) for October 2015 - Updated)

**GENERAL FUND
REVENUE COMPARISON
MONTH END: OCTOBER 31, 2015**

% Complete: 33.33%

ACCT NO#	ACCT NAME	2014-2015	2015-2016	
01-400300	Interments	255.00	1,715.00	49.00%
01-417000	Non-Franchised Utilities	582.14	1,275.26	36.44%
01-418250	Cash-Long & Short Account	(19.00)	(7.11)	0.00%
01-418401	Demolition Cost of Equip	-	31.45	0.00%
01-418495	Animal Control Donations	331.00	225.00	34.62%
01-418500	Misc Collection	11,748.62	9,372.07	41.75%
01-421000	Franchise Tax	38,832.04	57,532.62	26.76%
01-422000	Alcoholic Beverage Tax	33,658.54	34,415.30	36.23%
01-422001	Cigarette /Tobacco Tax	37,844.13	39,052.39	41.11%
01-422002	County DUI Fees	412.34	1,106.61	73.77%
01-422100	Mowing Fee	8,408.82	3,400.00	22.67%
01-423000	Sales Tax	1,721,924.24	1,730,476.82	34.61%
01-429000	Use Tax	71,010.80	71,587.31	34.58%
01-431000	Licenses	9,181.50	7,533.00	37.67%
01-432000	Permits	18,753.04	18,651.44	36.01%
01-433000	Cemetery Setting Fees	120.00	560.00	86.15%
01-434000	Burial Plots	5,275.62	8,235.00	80.34%
01-435000	Rentals	16,463.50	13,012.50	32.53%
01-440000	Municipal Court	93,151.18	65,338.60	23.34%
01-440010	Animal Control	8,036.00	8,228.00	34.28%
01-440020	Planning	2,455.00	10,220.00	102.20%
01-440050	Juvenile Fines	1,497.55	452.00	8.69%
01-450200	Super Now Interest	671.35	5,033.27	503.33%
01-461000	Recreation Revenues	14,314.00	20,790.00	34.65%
01-462000	Swimming Pool	30,141.55	33,379.69	50.58%
01-463000	Golf Course Revenues	71,228.03	60,157.19	0.15%
01-464000	ARAC- Concession & Mercha	4,993.25	13,844.60	19.10%
01-465000	ARAC- Gate Revenues	8,546.75	16,033.20	20.04%
01-465100	ARAC- Sponsorships	4,005.00	4,755.00	50.05%
01-465200	ARAC- Scholarship Donation	728.07	-	0.00%
01-465300	Special Events	2,500.00	2,500.00	33.33%
01-466000	Farm Lease/Rent	16,335.36	3,002.00	6.53%
01-467000	Swimming Pool Concession	4,905.42	2,358.50	29.48%
01-468000	Reimbursements	11,241.61	4,376.80	0.00%
01-471000	Federal/State Grants	20,000.00	10,818.50	0.00%
01-480130	Transfer from Enterprise	2,133,333.36	2,133,333.32	33.33%
01-490100	Insurance Recovery	-	1,880.53	100.00%
	TOTAL REVENUES	4,402,865.81	4,394,675.86	33.80%

Attachment: City Revenue Comparison (1114 : Financial Reports (City and AMA) for October 2015 - Updated)

01 -GENERAL FUND (01)

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
ALL REVENUE							
4-41-4100 MERCHANDISE	0.00	749.30	0.00	7,457.53	0.00 (	7,457.53)	0.00
4-41-4230 MISC REVENUE	0.00	2,141.95	0.00	8,353.07	0.00 (	8,353.07)	0.00
4-41-4301 GREENS FEES	0.00	3,318.09	0.00	17,180.69	0.00 (	17,180.69)	0.00
4-41-4302 MEMBERSHIP FEES	0.00	950.00	0.00	4,602.50	0.00 (	4,602.50)	0.00
4-41-4303 TRAIL FEES	0.00	65.00	0.00	175.00	0.00 (	175.00)	0.00
4-41-4601 CART RENTAL	0.00	2,774.34	0.00	15,807.66	0.00 (	15,807.66)	0.00
4-41-4800 BEER SALES	0.00	358.00	0.00	3,260.50	0.00 (	3,260.50)	0.00
4-41-4900 CONCESSION SALES	0.00	591.19	0.00	3,102.13	0.00 (	3,102.13)	0.00
400300 Interments	3,500.00	385.00	0.00	1,715.00	0.00	1,785.00	49.00
417000 Non-Franchised Utilities	3,500.00	751.33	0.00	1,275.26	0.00	2,224.74	36.44
418250 Cash-Long & Short Accoun	0.00	5.16	0.00 (	7.11)	0.00	7.11	0.00
418401 Demolition Cost of Equip	0.00	0.00	0.00	31.45	0.00 (	31.45)	0.00
418495 Animal Control Donations	650.00	35.00	0.00	225.00	0.00	425.00	34.62
418500 Misc Collection	22,450.00	662.48	0.00	9,372.07	0.00	13,077.93	41.75
421000 Franchise Tax	215,000.00	25,460.15	0.00	57,532.62	0.00	157,467.38	26.76
422000 Alcoholic Beverage Tax	95,000.00	6,554.10	0.00	34,415.30	0.00	60,584.70	36.23
422001 Cigarette /Tobacco Tax	95,000.00	9,813.06	0.00	39,052.39	0.00	55,947.61	41.11
422002 County DUI Fees	1,500.00	202.11	0.00	1,106.61	0.00	393.39	73.77
422100 Mowing Fee	15,000.00	475.00	0.00	3,400.00	0.00	11,600.00	22.67
423000 Sales Tax	5,000,000.00	425,112.71	0.00	1,730,476.82	0.00	3,269,523.18	34.61
429000 Use Tax	207,000.00	25,523.31	0.00	71,587.31	0.00	135,412.69	34.58
431000 Licenses	20,000.00	1,190.00	0.00	7,533.00	0.00	12,467.00	37.67
432000 Permits	51,800.00	4,911.43	0.00	18,651.44	0.00	33,148.56	36.01
433000 Cemetery Setting Fees	650.00	120.00	0.00	560.00	0.00	90.00	86.15
434000 Burial Plots	10,250.00	1,235.00	0.00	8,235.00	0.00	2,015.00	80.34
435000 Rentals	40,000.00	2,362.50	0.00	13,012.50	0.00	26,987.50	32.53
440000 Municipal Court	280,000.00	14,384.16	0.00	65,338.60	0.00	214,661.40	23.34
440010 Animal Control	24,000.00	2,336.00	0.00	8,228.00	0.00	15,772.00	34.28
440020 Planning	10,000.00	625.00	0.00	10,220.00	0.00 (	220.00)	102.20
440050 Juvenile Fines	5,200.00	171.00	0.00	452.00	0.00	4,748.00	8.69
450200 Super Now Interest	1,000.00	1,374.61	0.00	5,033.27	0.00 (	4,033.27)	503.33
461000 Recreation Revenues	60,000.00	960.00	0.00	20,790.00	0.00	39,210.00	34.65
462000 Swimming Pool	66,000.00	4,676.18	0.00	33,379.69	0.00	32,620.31	50.58
463000 Golf Course Revenues	150,000.00	0.00	0.00	218.11	0.00	149,781.89	0.15
464000 ARAC- Concession & Merch	72,500.00	11,074.10	0.00	13,844.60	0.00	58,655.40	19.10
465000 ARAC- Gate Revenues	80,000.00	12,510.00	0.00	16,033.20	0.00	63,966.80	20.04
465100 ARAC- Sponsorships	9,500.00	0.00	0.00	4,755.00	0.00	4,745.00	50.05
465200 ARAC- Scholarship Donati	1,500.00	0.00	0.00	0.00	0.00	1,500.00	0.00
465300 Special Events	7,500.00	0.00	0.00	2,500.00	0.00	5,000.00	33.33
466000 Farm Lease/Rent	46,000.00	0.00	0.00	3,002.00	0.00	42,998.00	6.53
467000 Swimming Pool Concession	8,000.00	0.00	0.00	2,358.50	0.00	5,641.50	29.48
468000 Reimbursements	0.00	55.13	0.00	4,376.80	0.00 (	4,376.80)	0.00
471000 Federal/State Grants	0.00 (	6,196.77)	0.00	10,818.50	0.00 (	10,818.50)	0.00
480130 Transfer from Enterprise	6,400,000.00	533,333.33	0.00	2,133,333.32	0.00	4,266,666.68	33.33
490100 Insurance Recovery	1,880.53	0.00	0.00	1,880.53	0.00	0.00	100.00
490900 Use of Fund Balance	1,500,000.00	0.00	0.00	0.00	0.00	1,500,000.00	0.00
*** TOTAL REVENUES ***	14,504,380.53	1,091,048.95	0.00	4,394,675.86	0.00	10,109,704.67	30.30
Subtract Use of Fund Balance (490900):							33.8%

Attachment: City Revenue Comparison (1114 : Financial Reports (City and AMA) for October 2015 - Updated)

**GENERAL FUND
PAYROLL: BUDGET TO ACTUAL
MONTH END: OCTOBER 31, 2015**

% Complete: 35%

DEPT NAME	BUDGET	ACTUAL	
CITY COUNCIL	21,600.00	7,200.00	33.33%
ADMIN SVCS	-	-	0.00%
ADMIN	301,604.66	83,125.15	27.56%
LAW	83,436.84	28,932.76	34.68%
MUNICIPAL COURT	95,191.92	33,016.95	34.68%
POLICE- TRAFFIC	1,532,797.30	509,777.60	33.26%
POLICE- DETECT	378,475.35	125,831.40	33.25%
POLICE ADMIN	177,613.49	65,159.45	36.69%
POLICE- ANIMAL	170,971.63	47,867.82	28.00%
FIRE DEPT	1,687,118.53	534,243.96	31.67%
STREET DEPT	403,897.95	109,268.40	27.05%
PARKS	196,577.48	66,459.52	33.81%
CEMETARY	67,871.23	23,507.11	34.63%
BUILDING MAINT	139,448.82	48,384.44	34.70%
PARKS/REC ADMIN	30,682.46	5,079.52	16.56%
PLANNING DEPT	225,785.40	76,441.21	33.86%
FLEET MAINT	163,341.52	46,687.64	28.58%
RECREATION	112,306.72	44,755.99	39.85%
EMERG SERVICES	49,018.11	16,967.52	34.61%
INFO SYSTEMS	107,869.84	37,394.20	34.67%
POOL	201,677.20	64,583.22	32.02%
FINANCE DEPT	238,873.98	71,331.17	29.86%
HUMAN RESOURCES	85,958.03	35,477.70	41.27%
CITY CLERK- TREAS	140,775.48	44,648.61	31.72%
GOLF COURSE	114,585.25	50,761.67	44.30%
TOTAL PAYROLL:	6,727,479.19	2,176,903.01	32.36%

****This report reflects wages only. It does not include benefits****

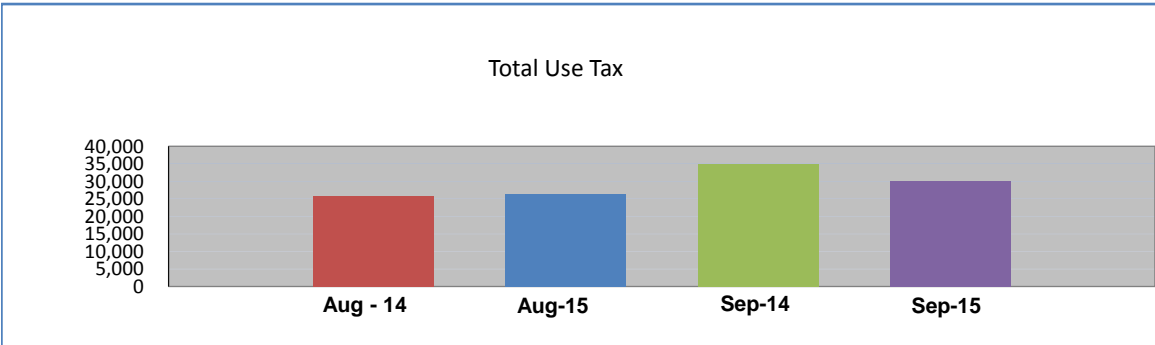
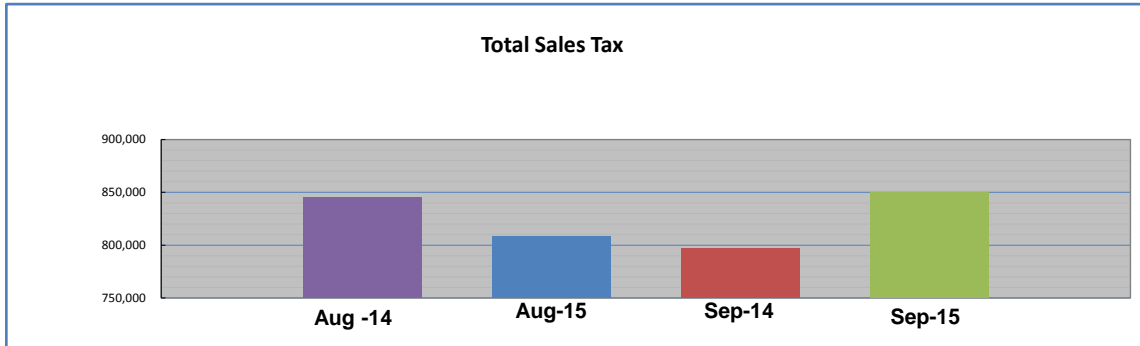
Attachment: City Payroll (1114 : Financial Reports (City and AMA) for October 2015 - Updated)

**ENTERPRISE FUND
PAYROLL: BUDGET TO ACTUAL
MONTH END: OCTOBER 31, 2015**

% Complete: 35%

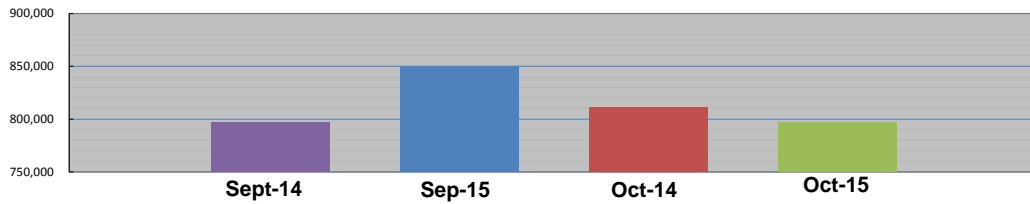
DEPT NAME	BUDGET	ACTUAL	
PW- W/S MAINT	345,496.11	125,098.18	36.21%
PW- SANITATION	356,618.34	123,082.50	34.51%
PW- WATER TRMT	351,716.69	111,174.97	31.61%
PW- ELECTRIC	754,463.23	278,418.35	36.90%
PW- WASTEWATER	219,925.84	87,558.76	39.81%
PW- UTILITY SVC	256,820.30	87,387.28	34.03%
PW- METER SVCS	191,712.76	66,041.71	34.45%
PW- ENGINEERING	152,326.66	34,786.92	22.84%
PW- LANDFILL	109,163.53	41,057.57	37.61%
TOTAL PAYROLL:	2,738,243.46	954,606.24	34.86%

****This report reflects wages only. It does not include benefits****

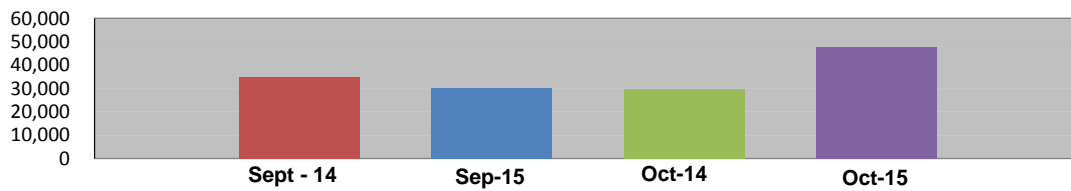


	ACTUAL RECEIPTS				FY 2016 BUDGET				ACTUAL VS. BUDGET					
TAX TYPE	Sep-14		Sep-15		FYTD		Monthly		BYTD		Monthly		YTD	
Sales Tax	797,226.90	\$	849,981.41	\$	3,244,644.05	\$	416,666.67	\$	1,250,000.01	\$	433,314.74	\$	1,994,644.04	
Use Tax	35,016.00		29,989.19		134,226.20		17,250.00		51,750.00		12,739.19		82,476.20	
Cigarette Tax	10,582.74		9,794.86		39,052.39		7,916.67		23,750.01		1,878.19		15,302.38	
TOTAL	\$	842,825.64	\$	889,765.46	\$	3,417,922.64	\$	441,833.34	\$	1,325,500.02	\$	447,932.12	\$	2,092,422.62
ALLOCATION														
General	\$	470,786.42	\$	493,107.47	\$	1,903,755.41	\$	247,388.89	\$	742,166.68	\$	245,718.57	\$	1,161,588.73
MAPS		372,039.22		396,657.99		1,514,167.23		194,444.45		583,333.34		202,213.55		930,833.89
TOTAL	\$	842,825.64	\$	889,765.46	\$	3,417,922.64	\$	441,833.34	\$	1,325,500.02	\$	447,932.12	\$	2,092,422.62

Total Sales Tax



Total Use Tax



TAX TYPE	ACTUAL RECEIPTS			FY 2016 BUDGET		ACTUAL VS. BUDGET	
	Oct-14	Oct-15	FYTD	Monthly	BYTD	Monthly	YTD
Sales Tax	810,892.28	\$ 797,086.34	\$ 3,244,644.05	\$ 416,666.67	\$ 1,666,666.68	\$ 380,419.67	\$ 1,577,977.37
Use Tax	29,934.17	47,856.20	134,226.20	17,250.00	69,000.00	30,606.20	65,226.20
Cigarette Tax	9,165.85	9,813.06	39,052.39	7,916.67	31,666.68	1,896.39	7,385.71
TOTAL	\$ 849,992.30	\$ 854,755.60	\$ 3,417,922.64	\$ 441,833.34	\$ 1,767,333.36	\$ 412,922.26	\$ 1,650,589.28
ALLOCATION							
General	\$ 471,575.90	\$ 482,781.97	\$ 1,903,755.41	\$ 247,388.89	\$ 989,555.57	\$ 235,393.08	\$ 914,199.84
MAPS	378,416.40	371,973.63	1,514,167.23	194,444.45	777,777.79	177,529.18	736,389.44
TOTAL	\$ 849,992.30	\$ 854,755.60	\$ 3,417,922.64	\$ 441,833.34	\$ 1,767,333.36	\$ 412,922.26	\$ 1,650,589.28

Item No. _____

Date: December 1, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Give 30 Days Written Notice to Terminate Collection Contract with American Municipal Services and to Enter into Contract for Collections with the Law Firm of Perdue Brandon Fielder Collins and Mott, LLP, After the Termination of the Contract.

INITIATOR: Elizabeth Smith

STAFF INFORMATION SOURCE: Jan Neufeld and Tracy Sullivan

BACKGROUND: The Utility Department has not seen as successful of collection efforts with the current collection agency (American Municipal Services) as anticipated. For this reason, both the City and the AMA would like to enter into a contract with the law firm of Perdue, Brandon, Fielder, Collins, and Mott, LLP to provide the collection services for the City of Altus and the Altus Municipal Authority. Both the AMA and City Contracts with American Municipal Services, as approved on August 16, 2011, allow the AMA/City to terminate the Collection Agreement upon thirty (30) days written notice. Staff recommends that the AMA/City give the official written notice to terminate to American Municipal Services and sign the new contract with this law firm to be dated after the 30-day period had expired, say around December 5, 2015.

FUNDING: 35% Collection fee added to receivables per the Contract and 11 O.S.A. Section 22-138

EXHIBITS: 1) Contract for Collection Services with Perdue, Brandon, Fielder & Mott, L.L.P.; 2) Contract with American Municipal Services; and 3) Sample Termination Letter

AMA ACTION: Vote to give 30 Days Written Notice to Terminate Collection Contract with American Municipal Services and to Enter into Contract for Collections with the Law Firm of Perdue Brandon Fielder Collins and Mott, LLP, after the termination of the contract.

STAFF RECOMMENDATION: Stated AMA Action

CONTRACT FOR COLLECTION SERVICES

THIS CONTRACT, hereinafter called "Contract", is made and entered into by and between **The City of Altus and the Altus Municipal Authority**, acting herein by and through its governing body, hereinafter called "City", and **Perdue, Brandon, Fielder, Collins & Mott, L.L.P.**, hereinafter called "Perdue".

WHEREAS: City agrees to employ and does hereby employ Perdue to enforce the collection of delinquent court fees and fines, delinquent utility accounts, and other receivables due to City. In addition to court fees and fines, City shall determine what other receivables it would like collected pursuant to this contract and shall forward them to Perdue. Perdue shall review those receivables and determine if Perdue has the capability and desire to collect them. This contract shall cover any and all receivables owed to the City so that if City should decide to send receivables other than court fees and fines to Perdue, an amendment to this contract would not be necessary. This collection shall be made pursuant to the terms and conditions described in this Contract.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, the adequacy of which is hereby acknowledged, City and Perdue agrees as follows:

SECTION I. CITY'S COLLECTION OBLIGATIONS

A. City agrees to refer all delinquent accounts to Perdue for collection on or about the first (1st) or the fifteenth (15th) of each month. City shall refer all delinquent accounts by electronic or magnetic medium, or in any other way that is most favorable to City. All delinquent accounts must be in a specified format that will allow Perdue to process the account data.

B. An account is considered delinquent when not paid by the scheduled appearance date (if the defendant failed to appear), or from any granted extension, or from the date of conviction or judgment, or other court specified due date.

C. City will provide Perdue with copies of, or access to, the information and documentation necessary to collect the fees and fines that are subject to this Contract.

SECTION II. PERDUE'S COLLECTION OBLIGATIONS

A. Perdue agrees to refer all payments and correspondence directly to the court that has assessed or levied the fees and fines being collected pursuant to this Contract. Perdue reserves the right to return all accounts not being collected within one (1) year of referral by City, as well as any accounts identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this Contract.

B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the City and to comply with all provisions of state and federal law and

regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

SECTION III. COLLECTION FEE

City agrees to add a collection fee pursuant to 11 OK Statute 22-138 on all receivables sent to Perdue for collection. This fee is added in addition to the amount already due and the City agrees to set the fee at the amount of 35%. This collection fee shall be paid to Perdue only upon collection of the receivable. If the receivable is not collected, Perdue is not entitled to a collection fee as it relates to that particular receivable.

SECTION IV. METHOD OF PAYMENT

City shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

SECTION V. COMMENCEMENT AND TERMINATION OF CONTRACT

This Contract is for an initial period beginning on the execution date in 2015, and ending on the same date in 2016. After the initial period, this contract shall automatically renew and continue in full force and effect thereafter from year to year for additional twelve month periods on the same terms and conditions unless either party delivers written notice to the other party of its intent to terminate this contract at least 30 days prior to each renewal date of this contract. The first renewal date in 2016 is one year from the execution date in this Contract and is the same date each year thereafter. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the City prior to the notice of termination and will be entitled to compensation on such accounts if collected.

SECTION VI. NOTICES

For purposes of sending notice under the terms of this Contract, all notices from City shall be sent to Perdue by certified United States mail, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
Attn: Tony Fidelie, Partner
3401 N.W. 63rd Street, Suite 601
Oklahoma City, Oklahoma 73116
Telephone Number: (800) 525-2481
Email: tfidelie@pbfc.com

With a copy sent by certified United States mail, and addressed as follows:

Christensen Law Group, PLLC
Attn: Clay Christensen

3401 N.W. 63rd Street, Suite 600
 Oklahoma City, Oklahoma 73116
 Telephone Number: (405) 232-2020
 Facsimile: (405) 236-1012
 Email: clay@christensenlawgroup.com

All notices from Perdue shall be sent to the City by certified United States mail, and addressed as follows:

City of Altus
 Attn: City Clerk
 509 S Main Street
 Altus, OK 73521

SECTION VII. INDEMNITY

Perdue shall indemnify, hold harmless and defend City against any claim of liability or loss incurred by City to the extent caused by Perdue's acts or omissions in the performance of this Contract that constitute negligent or willful acts or are errors or omissions. Such indemnity includes, without limitation, any judgment against City, attorney fees and necessary litigation expenses.

SECTION VIII. VENUE AND CONTROLLING LAW

This Contract is made and is to be interpreted under the laws of the State of Oklahoma. Venue for any disputes involving this Contract shall be in the appropriate courts of Jackson County, Oklahoma.

SECTION IX. ACCEPTANCE OF EMPLOYMENT

In consideration of the terms and compensation herein stated, Perdue hereby accepts said employment and undertakes performance of said Contract as set forth above.

SECTION X. LAW FIRM ASSOCIATION

Perdue and City acknowledge that Perdue has entered into an agreement with the Christensen Law Group in pursuing the collections for City. City agrees and acknowledges that Perdue may split a portion of the fees paid to Perdue with the Christensen Law Group for the services they provide.

SECTION XI. SEVERABILITY

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining

provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Contract cannot be transferred or assigned by either party without the written consent of all parties.

This Contract is executed on behalf of City by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of City by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this the ____ day of _____, 2015.
(This date shall also be the execution date as referenced in Section V of this Contract.)

THE CITY OF ALTUS, OK AND THE ALTUS MUNICIPAL AUTHORITY

By: _____
Mayor/Chairman

Attest: _____
City Clerk/Secretary

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

By: _____
Partner

Attachment: Altus and AMA Oklahoma Contract (1126 : AMA Collection Services)



MAYOR
DAVID WEBB

City of

ALTUS

Altus, OKLAHOMA 73521 - (580) 477-1950

**A PROUD HERITAGE
A PROMISING FUTURE TO SHARE!**

COUNCIL

Rick Henry
R. Scot Simco
Jack O. Smiley, Jr.
Perry Shelton
Chad Osborne
Mike Patterson
B.F. Rowland, Jr.
Rick Steen

INTERIM CITY ADMINISTRATOR
ROBERT STEPHENSON

August 17, 2011

Mr. Gregory L. Pitchford
Chief Financial Officer
American Municipal Service
3725 Old Denton Road
Carrollton, TX 75007

Dear Mr. Pitchford:

Please find enclosed two (2) original Collection Agreements signed and sealed by the Altus Municipal Authority (AMA) Chairman and Secretary.

Also enclosed are two (2) original Collection Agreements signed and sealed by the Mayor and City Clerk of the City of Altus.

After you have signed and dated these documents, would you kindly return one original of the AMA and one original of the City Agreements to my attention. I will ensure that the Secretary/City Clerk receives the originals and that all other parties involved receive a copy for their files.

Thank you for your assistance.

Very truly yours,

Linda J. Walker
Executive Assistant

enclosures: (2) Original Agreements (AMA)
(2) Original Agreements (CITY)

MAILING ADDRESS 509 S. MAIN - ALTUS, OKLAHOMA 73521



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
Fax: 469-568-1119
Web: www.amsltd.us

COLLECTION AGREEMENT

(Collection Services Contract Utilities, Miscellaneous)

The Altus Municipal Authority, a public trust, hereinafter collectively referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS for collection accounts where a party or entity owes monies to the Municipality, whether for utility services, or other services provided by the Municipality. No specific number or dollar amount of collection accounts that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those collection accounts sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each debtor a minimum of four letters, and to contact each debtor by telephone in an effort to have the debtor pay the amount owed to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 5:00 pm on Saturdays. No debtor is to be phoned on Sundays. All contacts between AMS staff and debtors are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a debtors request to contact the debtor during specified hours, or at a specified location.

AMS will arrange for all debtors to send their payments directly to AMS. AMS will process and deposit all payments into a trust account and will between the first and the fifteenth of each month forward to the Municipality a check in the amount equal to all payments received for the previous month minus the AMS collection fee. AMS may accept payment by credit card and charge the debtor the standard AMS fee for that service. AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month between the first and fifteenth of each month. In the event a debtor makes a payment directly to the city, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment.

Pursuant to Oklahoma Statute 11 O.S. 22-138 that allows a Municipality to authorize the addition of a collection fee up to thirty-five percent (35%) to the amount a debtor owes a Municipality to cover the costs of utilizing a collection service such as AMS, Municipality will authorize the addition of a collection fee of Thirty-Five Percent (35%) to the amount a debtor owes for each debt as a collection fee. AMS, for its collection services with these accounts, is to be paid the Thirty-Five Percent (35%) that is added to each debt. The Municipality agrees to review with AMS on a weekly basis the amounts paid on those accounts referred to AMS. AMS agrees to invoice the Municipality on or about the fifteenth (15th) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days.

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and as such is not in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with debtors are done in a polite, courteous, and helpful manner.

Attachment: AMS CONTRACT (1126 : AMA Collection Services)

AMS is authorized to arrange payment schedules with debtors and to authorize partial payments, provided the entire amount to be paid by the debtor equals the total of the monies owed plus any interest or late charges and costs established by the Municipality. AMS is authorized to report to the various National Credit Bureaus, at AMS's expense, the unpaid amount owed as a debt due the Municipality. When a payment plan is established, AMS agrees to provide each debtor with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each debtor who fails to comply with the plan.

The Municipality may withdraw any account at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

Municipality: The Altus Municipal Authority, a public trust

Address: 509 S. Main Street Altus, OK 73521

Contact person: _____

Phone: 580-481-2202 Fax: 580-481-2203

The Altus Municipal Authority, a public trust

Signature:  Date: August 16, 2011

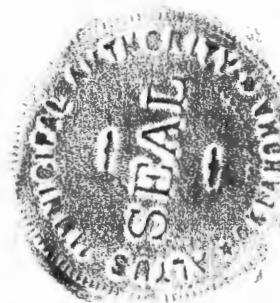
Print Name: David Webb Title: Chairman

Attest: 
Debbie Davis, Secretary

American Municipal Services:

By: _____ Date: _____

Gregory L. Pitchford, Chief Financial Officer



Attachment: AMS CONTRACT (1126 : AMA Collection Services)



American Municipal Services
Corporate Office
 3724 Old Denton Road
 Carrollton, Texas 75007
 Phone: 888-290-5660
 Fax: 469.568.1119
www.amsltd.us

COLLECTION AGREEMENT

The City of Altus, Oklahoma, a Municipal Corporation, hereinafter referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 8:00 pm from Monday through Friday, and between the hours of 8:00 am and 5:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all defendants to send their payments directly to AMS. AMS will process and deposit all payments into a trust account and will between the first and the fifteenth of each month forward to the Municipality a check in the amount equal to all payments received for the previous month minus the AMS collection fee. AMS may accept payment by credit card and charge the defendant the standard AMS fee for that service. AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month between the first and fifteenth of each month. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment.

Pursuant to Oklahoma Statute 11 O.S. 22-138 that allows a Municipality to add up to a thirty-five percent (35%) collection fee to the amount a defendant owes a Municipality to cover the costs of utilizing a collection service such as AMS, Municipality will add Thirty-five Percent (35%) to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Thirty-five Percent (35%) that is added to each offense. The Municipality agrees to review with AMS on a weekly basis the amounts paid on those accounts referred to AMS. AMS agrees to invoice the Municipality on or about the fifteenth (15th) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

Attachment: AMS CONTRACT (1126 : AMA Collection Services)

All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and is not in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with defendants are done in a polite, courteous, and helpful manner.

AMS is authorized to arrange payment schedules with defendants and to authorize partial payments provided the entire amount to be paid by the defendant equals the total of the fine, costs and collection fees established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

The Municipality may withdraw any citation at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

Municipality: The City of Altus, Oklahoma, a Municipal Corporation

Address: 509 South Main, Altus, OK 73521

Contact person: _____

Phone: 580-481-2202 Fax: 580-481-2203

The City of Altus, Oklahoma, a Municipal Corporation

Signature:  Date: Aug. 16, 2011

Print Name: David Webb Title: Mayor

Attest: 
Debbie Davis, City Clerk

American Municipal Services:

By: _____ Date: _____

Gregory L. Pitchford, Chief Financial Officer



Attachment: AMS CONTRACT (1126 : AMA Collection Services)

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all losses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of American Municipal Services or its agents, attorneys, servants or employees in the handling and/or collecting of the below named Municipality Warrants, Citations or monies.

Agreed to this the _____ day of _____, 2011.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

MUNICIPALITY:

The City of Altus, Oklahoma, a Municipal Corporation

Attachment: AMS CONTRACT (1126 : AMA Collection Services)

December 2, 2015

Mr. Gregory Pitchford
American Municipal Services
3724 Old Denton Road
Carrollton, Texas 75007

Mr. Pitchford:

The City of Altus, Oklahoma has voted to terminate the fine and fee collection agreement between the City and your firm. Pursuant to the agreement, a 30 day notice is required to be tendered. Please accept this letter as the 30 day notice requirement prior to termination.

Respectfully,

Attachment: Sample AMS termination letter (1126 : AMA Collection Services)